UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

BARBARA WILLIAMS, Class Representative,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 4:13-CV-2393 RLW
	)	
EMPLOYERS MUTUAL CASUALTY, COMPANY, et al.	)	
	)	
Defendants.	)	

CONSENT JUDGMENT

This matter is before the Court upon its review of the record. In this equitable garnishment action, the Court previously granted judgment on the pleadings to Defendants Owners Insurance Company, Capital Indemnity Insurance Company, and Employers Mutual Casualty Company (collectively, "the Insurance Company Defendants"). (ECF Nos. 102, 103). Therein, the Court determined that the Insurance Company Defendants did not owe a duty to defend nor a duty to indemnify to The Collier Organization, Inc., a Missouri corporation ("Collier"). Therefore, insurance proceeds from the Insurance Company Defendants could not be used to satisfy the judgment against Collier in the underlying action, *Pratt v. The Collier Organization, Inc., et al.*, Cause No. 08L6-CC00042 (later styled *Williams v. The Collier Organization*).

The only remaining defendant in this equitable garnishment action is Collier. Collier is a nominal but necessary party under Missouri's equitable garnishment statute. Mo. Rev. Stat.

§379.200.[1] Based upon its prior ruling, the Court finds no relief can be obtained against Collier under Mo. Rev. Stat. §379.200, and the Court must enter judgment in favor of Collier.

Accordingly,

IT IS HEREBY ORDERED, ADJUDGED and DECREED that judgment is entered in favor of The Collier Organization, Inc., a Missouri corporation, on all counts in the Petition for Equitable Garnishment.

Dated this 21st day of October, 2015.

RONNIE L. WHITE
UNITED STATES DISTRICT JUDGE

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[1] Mo. Rev. Stat. §379.200 provides, "Upon the recovery of a final judgment against any person, firm or corporation by any person, including administrators or executors, for loss or damage on account of bodily injury or death, or damage to property if the defendant in such action was insured against said loss or damage at the time when the right of action arose, the judgment creditor shall be entitled to have the insurance money, provided for in the contract of insurance between the insurance company, person, firm or association as described in section 379.195, and the defendant, applied to the satisfaction of the judgment, and if the judgment is not satisfied within thirty days after the date when it is rendered, the judgment creditor may proceed in equity against the defendant and the insurance company to reach and apply the insurance money to the satisfaction of the judgment. This section shall not apply to any insurance company in liquidation."

By ______________________
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